

AGREEMENT
BETWEEN
PARATRANSIT SERVICES
BEND, OREGON
AND
ATU LOCAL 757

July 1, 2008 – June 30, 2011

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AGREEMENT

This Agreement entered into by and between Paratransit Services for its facility located at 575 NE 15th St., Bend, Oregon 97701, hereinafter referred to as "Company" and the Amalgamated Transit Union, Local 757, hereinafter referred to as "Union."

This agreement will be in effect from July 1, 2008 through June 30, 2011.

ARTICLE 1 – INTENT AND PURPOSE

The purpose of the Agreement is to record the understandings of the parties regarding wages, hours, benefits and working conditions. The Company and Union agree to mutually cooperate in their efforts to promote harmony and efficiency among all the Company's employees. It is recognized that the Company and its employees are obligated to perform essential public services and that these services must be continuously performed in a courteous, on-time, competent, efficient and safe manner.

ARTICLE 2 – MANAGEMENT RIGHTS

Except as expressly modified by a specific provision of this Agreement, all the authority, rights, and powers which the Company had prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights, and powers.

Nothing contained in this Agreement is intended or shall be construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same had been exercised heretofore or not. If the Company does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement. Individuals outside of the bargaining unit, such as managerial or supervisory employees, may perform work normally performed by employees in the bargaining unit; however, this provision is not intended to allow non-unit personnel to permanently replace a bargaining unit employee. It is understood that managerial or supervisory personnel will only perform bargaining unit work needed for operational necessity.

ARTICLE 3 – RECOGNITION

The employer recognizes the Union as the exclusive bargaining agent for all employees in the classifications cited in the NLRB description of bargaining unit in Petition #_____. The bargaining unit includes all full-time, part-time and occasional operators/drivers, including fixed route drivers, dispatchers/call takers, and customer service

representatives employed by the Employer out of its Bend, OR facility, but excluding managers, service analysts, transit service supervisors, training safety supervisors, and guards, professional employees and supervisors as defined by Act as certified by the National Labor relations Board..

The Company recognizes the Union as the collective bargaining representative with respect to wages, benefits, hours and other working conditions.

For purposes of this Agreement, whenever the term he, his, him or any male appellation appears, it is understood to include the female as well.

3.1--Dues:

- A. Fee Objection: Employees of the bargaining unit who do not belong to the Union will make an "in lieu of dues payment" to the Union commencing thirty-one (31) days after the date of this Agreement or thirty-one (31) days from the beginning of employment with the employer, whichever is later. Such payment will be determined by the Union in accordance with state and federal requirements and will be deducted automatically by the employer.

- B. Religious Objection: An employee will have the right based upon bona fide religious tenets or teachings of a church or a religious body of which the employee is a member, to pay an amount of money equivalent to regular union dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union.

3.2--Check-off:

The Union will furnish written authorization from the employee regarding dues deduction, for each employee covered by this agreement. The employer will deduct from the wages of each employee covered by this Agreement, an amount equal to the regular monthly dues, assessments and initiation fee of the Union. If the payroll is bi-weekly, such deductions will be made equally from the first and second paycheck of each month. Deductions will be transmitted monthly to the secretary-treasurer of the Union.

3.3--Authorization:

The authorization for the deductions set forth herein will be on forms supplied by the Union. The Union will solicit the signature of employees on the deduction forms. Such forms will at all times comply with applicable provisions of state law. The union assumes all obligations and responsibility for the continued membership of its members, with the collection of the dues and signatures on check-off forms, and forwarding the check-off forms to the Company.

3.4--Errors:

The employer shall not be held liable for errors in deductions provided in this Article. The Company may choose to make corrective adjustments in prorated amounts from an employee's pay if the employee asserts a single adjustment would create a hardship to the employee.

3.5--Hold Harmless:

The Union will indemnify and save the employer harmless against any and all claims, charges, demands, suits or other forms of liability (including attorneys fees and costs) that may arise out, of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this article or in reliance on any list, notice or authorization provided by the Union hereunder.

ARTICLE 4 – REPRESENTATION

4.1--Liaison Officers and Alternate Shop Stewards:

- A. Recognition of Liaison Officers and Alternate Shop Stewards: From among the employees employed in the Bargaining Unit, the Union may designate and the Company will recognize not more than one (1) Liaison Officer and one (1) alternate Shop Steward to serve as the Union's agents in the representation of employees of the Bargaining Unit. The Company shall not be required to recognize any employee as a Liaison Officers and Alternate Shop Steward unless the Union has informed the Company, in writing, of the employee's name.
- B. Compensation of Liaison Officers and Alternate Shop Steward While Engaged in Union Activity: The Liaison Officers and Alternate Shop Steward shall not be compensated by the Company for his/her duties as the Shop Stewards, and shall perform such duties during the times when he/she is not scheduled to work for the Company, except when the Company takes the Liaison Officers and Alternate steward off work. The Liaison Officers and Alternate steward time off shall not count against any pay or benefits accrual unless in an unpaid leave status which exceeds fourteen calendar days.
- C. Representation: The Liaison Officers or Alternate Shop Steward may request to meet with a company representative. The number of union representatives participating in the processing of a grievance shall be limited to one (1) at any step in the procedure.
- D. Work Schedules: The Liaison Officers or Shop Stewards activities will be conducted as work schedules allow and will not interfere with their or other employees work assignments.
- E. Notice: No more than (1) one employee at a time will be required to attend Union sponsored activities. If time off is required to attend such activities, fourteen (14)

days advance notice in writing to the Company for such leave will apply. The 14 day notice shall not apply to paragraphs a, b, c and d.

4.2 --Officer Full-Time Appointment:

Employees elected or appointed to a full-time office in Local 757 may be granted leave of absence without pay provided thirty (30) days advance notice is given to the Company in writing. Any eligible paid leave must be applied prior to utilization of unpaid leave.

4.3--Bulletin Boards:

The employer will provide a bulletin board to be used exclusively for the posting of official Union notices. All notices must bear the signature of the Union representative, steward or alternate responsible for the posting. The Union will keep the bulletin boards neat and orderly and agrees that material that might reasonably be deemed derogatory, defamatory, inflammatory, or that violates the employer's policy against all forms of unlawful discriminations or harassment will not be posted and that any such material may be removed by the employer without notice and returned to the Liaison Officer of the union. The parties recognize that visitors may view the Bulletin Board periodically, and that communications there should be in good taste. The union may provide a substitute locked bulletin board in lieu of the board mentioned above, which the employer will install in a location in an employee work area mutually agreed upon. The Company will be furnished with a key to the locked bulletin board.

ARTICLE 5 – SENIORITY

5.1--Definition:

Seniority is an employee's right of preference with respect to those matters expressly set forth in this Agreement.

"Full-time seniority" dates from the most recent date an employee assumed a fulltime driving position.

"Regular part-time seniority" dates from the date an employee assumed a regular part-time driving position. Part-time seniority may not be used in competition with full-time seniority for any purpose under this labor agreement.

5.2--Breaks in Service:

- A. Seniority and employment will be lost by any of the following:
 - (1) By any resignation or other voluntary separation from employment, and
 - (2) By any termination of a probationary employee or of a regular employee for cause.

- B. Seniority will not terminate by any of the following:
 - (1) By a layoff due to reduction in force of less than two (2) years;
 - (2) By an authorized leave of absence;

- (3) By a leave of absence to service in the armed forces of the United States as provided by law;
- (4) By absence due to authorized vacation;
- (5) By absence due to sickness while such sickness continues but not to exceed the eligibility time frame provided under the Family Medical Leave Act
- (6) By leave of absence of any duration to serve, as an official of the Union; not to exceed three years.
- (7) By promotion to a supervisory position with the employer; and/or
- (8) By leave of absence to serve in the Oregon State Legislature, not to exceed 2 years for Representative or 4 years as a Senator.
- (9) Performs no work for a period of twelve (12) months or for a period of time equal to an employee's seniority, whichever is shorter.

5.3--Seniority List:

A list identifying employees' seniority dates will be posted and maintained on a current basis with annual updates.

5.4--Seniority Rules:

- A. Seniority will prevail when an employee who is scheduled to work the day a holiday is observed requests to be removed from the schedule, unless the removal would adversely affect the employer's operations.
- B. Seniority will prevail in the scheduling of vacation time at the January vacation bid.
- C. Full-time employees shall compete with full time employees based on seniority. Full-time employees shall prevail over part-time employees and substitute part-time employees regardless of the seniority of a part-time employee.
- D. Employees seniority will govern in layoff and reemployment of employees by classification as defined in Section 1(A) of this Article. Employees laid off because of lack of work will be returned in the inverse order in which they were laid off, as the need for their classification, or classification of work, permits for twenty-four (24) months following the date of layoff. After twenty-four (24) months on layoff status, a laid off employee shall have no right to recall.
- E. When a full-time position opens, it will be offered to the most senior regular part employee. When a regular part-time position opens, it will be offered to the most senior substitute part-time employee.

ARTICLE 6 – SIGN-UPS

6.1-- Shift Sign-Ups:

The employer will hold at least two employee sign-ups per year for both fixed route and Paratransit dial-a-ride. Employees will bid and work shifts based on seniority. In the

event an error is discovered during the shift bid process, it will be corrected from the point it was discovered, moving forward.

6.2--Posting:

The employer will post work schedule times and descriptions of work to be performed five (5) days prior to the day bidding is scheduled.

6.3--Bidding Order:

On the day bidding is performed, employees may select runs and shifts by order of seniority. Copies of the work schedules will be posted on the bulletin board and given to the Union at least five (5) days prior to the day bidding is scheduled.

6.4--Failure to Bid:

It is the employee's responsibility to bid in person. Employee's failing to bid, or who have not left a signed "proxy" with the Union representative, steward or alternate will be assigned a schedule by the Union representative after all those present at the bidding have made their selection. Any remaining open bids will be assigned by the Union representative in consultation with the General Manager or the General Manager's designee. Any such assignments cannot be grieved by any party to this Agreement.

6.5--Twelve (12) Hour Rule:

Except in an emergency, Employees can drive for 12 hours after 8 consecutive hours off duty. Then they must be off duty for another eight-hour period before they can driver again.

6.6--Split Shifts:

The employer will minimize scheduling split shifts, and "split" times greater than 5.0 hours duration.

ARTICLE 7 – GENERAL PROVISIONS

7.1--CDL Requirements and Renewal Cost Reimbursement:

The Company will reimburse for a DOT medical examination. Company will not reimburse above the rate charged at the Company approved DOT medical exam facility.

7.2--Compliance with Traffic Laws:

Employees will obey OR State traffic laws. Each driver shall report any citation to a supervisor before the next work shift commences.

7.3--Restrooms:

The employer will request that the City of Bend have available a toilet at the transit hub at all times that buses are operating for the fixed route.

ARTICLE 8 – NO STRIKE, NO LOCKOUT

8.1--No Interruptions:

During the term of this Agreement, or any extension thereof, the Union or the employee/s will not encourage, cause or take part in any strike, work stoppage, work interruption, work interference, slowdown, sympathy strike, picketing or boycott against the Company. The Company will not engage in a lockout during the term of this Agreement.

8.2--Union Responsibility in Case of Interruption:

In the event any conduct prohibited by Section 8.1 occurs, the Union shall immediately do everything within its power to terminate such conduct. The Union, immediately upon being notified of the violation, will exert its best efforts in good faith through all of its appropriate officers, representatives, and stewards to cause the employees involved to return to work and to cease the interference, including, without being limited to, notifying the employees personally and in writing that their action is not authorized by the Union and is in violation of this Agreement, and the Union will direct the employees to return to work.

8.3--Lockout:

During the term of this Agreement, the employer will not cause or engage in any lockout of its employees.

ARTICLE 9 – HOURS OF WORK

9.1--Normal Workday:

The normal workday shall be determined by the Company consistent with its determination to maintain flexible and efficient operations.

9.2--Normal Workweek:

The work week shall consist of seven (7) days beginning at 12:00 AM on Sunday and ending at 11:59 PM the following Saturday.

9.3--Paid Break / Unpaid Lunch:

Employees will receive breaks and lunches in accordance with Paratransit Services guidelines and State and Federal regulations.

9.4--Training Pay:

All employees will be paid their regular hourly rate when attendance is required for training.

ARTICLE 10 – OVERTIME

Overtime at the rate of time-and-one-half will be paid for all time worked in excess of forty (40) hours per week.

ARTICLE 11 – DRUG AND ALCOHOL TESTING

The Employer reserves the right to adopt and revise periodically Drug and Alcohol testing policies and protocols as required to comply with FTA requirements and law.

ARTICLE 12 – PHYSICAL EXAMINATIONS

Physical examinations required by State or Federal Law shall be promptly complied with by all employees. The Company may, at its own expense, require physical examinations of an employee to determine the physical fitness of said employee for continued employment. Such examinations shall be given by a DOT certified medical physician or physicians of the Company's choice. It is understood that such exams will not be routinely required when employees maintain required valid medical cards.

ARTICLE 13 – SAFETY

13.1--General:

The Company and the Union agree that the safety of our employees and passengers is of the utmost importance. Accordingly, all employees must be committed to performing in a safety conscious manner everyday. Therefore, it is the employee's responsibility to inform management of any unsafe acts they witness or engage in.

13.2--Unsafe Act:

An "unsafe act" is defined as any action or lack of action that could result in actual or potential property damage or personal injury to any individual, including the person committing the action (or omission).

13.3--Driver Guidelines:

Drivers are responsible for adhering to, at all times, the Company's established guidelines for drivers and their respective behaviors.

13.4--Safety Meetings:

Attendance at required safety meetings is considered a condition of employment.

Employees will be compensated for actual time spent attending such meetings at their regular hourly rate, subject to applicable state laws.

13.5--Safety Committee:

The Union recognizes the Company's prerogative to form a site safety committee, with duties including identifying and suggesting the resolution of safety issues.

ARTICLE 14 – PERSONNEL FILES

An employee will have the right to his personnel file and to request copies of personnel records as allowed by Oregon law. With reasonable advance notice, access to the personnel file will be allowed during normal business hours, but an employee will not be entitled to compensation for time spent reviewing the file, and the employee requesting copies of personnel records will be required to reimburse the employer for the reasonable cost of doing so. An employee will have the right to submit a written statement of reasonable length documenting the employee's disagreement with any negative statement or document contained in the personnel file, provided that the statement is a factual rebuttal and does not include any profane, obscene or potentially defamatory allegations or statements or counter-charges.

ARTICLE 15 – NON-DISCRIMINATION

The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's age, race, color, religion, sex, disability, or national origin, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of age, race, color, religion, sex, disability, or national origin. Whenever any words herein appear in the masculine, they shall be construed as though they appear in the feminine, except where the context clearly requires otherwise.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.1--Definition and Scope:

A grievance is defined to be any matter involving an alleged violation of a specific and express provision of this Agreement by the Company arising during the term of this Agreement as a result of which the aggrieved employee maintains that his rights or privileges have been violated by reason of the Company's interpretation or application of the provisions of this Agreement.

16.2--Procedure: The Company and the Union agree to the following system of presenting and adjusting grievances which must be presented and processed in accord

with the following steps, time limits, and conditions:

Step 1. Before choosing whether to take any further steps in the grievance process, the aggrieved employee must take the grievance up orally with his/her immediate supervisor and give supervisor the opportunity to review and resolve the grievance. If the grievance is not settled following the oral discussion, the aggrieved employee may choose to proceed with the next step in the grievance procedure.

All grievances will be submitted on a form furnished by the Union and will clearly state the facts, the identity of the allegedly aggrieved employee(s), the specified provisions of the Agreement alleged to have been violated and the requested remedy.

Step 2. The written grievance must be presented to the site General Manager or designee within ten (10) calendar days, not including Saturdays, Sundays and Holidays, after the first occurrence of the event giving rise to the grievance, or after the aggrieved employee first knows – or in the exercise of reasonable care should know – of its occurrence.

Step 3. The site General Manager or designee shall attempt to resolve the grievance within ten (10) calendar days, not including Saturdays, Sundays and Holidays, after receipt of the grievance, and shall reply to the grievance in writing.

Step 4. If the aggrieved employee is not satisfied with the decision of the site General Manager or designee, the written grievance as set forth in Step 2, together with all pertinent information, position statements, correspondence and documents, may be submitted to the Company Chief Operating Officer (COO) or designee. Such Step 4 submission to the Company COO or designee must occur within ten (10) calendar days, not including Saturdays, Sundays and Holidays, after the date of the Step 3 site General Manager or designee written decision.

Step 5. The Company COO or designee shall reply within ten (10) calendar days, not including Saturdays, Sundays and Holidays, after receipt of the aggrieved employee's Step 4 submission.

16.3--Time Limits:

The parties agree to follow each of the foregoing steps in the processing of a grievance; and, if at any step the Company's representative fails to give his/her written answer within the time limit therein set forth, the grievance shall automatically be moved to the next step. In the event such move occurs, the Union shall have ten (10) calendar days, not including Saturdays, Sundays and Holidays, to present its next response. Any grievance not presented or moved by the Union or the employee within the time limits set forth above will be considered settled and shall terminate the grievance process. Extensions of days to answer or move a grievance may be extended by mutual written agreement in advance of the respective original time limit.

16.4--Arbitration:

If the grievance is not satisfactorily resolved by the Step 5 answer, the Union may choose to refer to arbitration by submitting its written request to the general manager within ten (10) workdays after the unions receipt of the Step 5 answer or the date the Step 5 answer was due in the event the employer failed to timely respond.

16.5--Arbitrator Selection:

The employer and the Union will attempt to agree on a neutral arbitrator to hear the grievance. If the parties are unable to reach agreement on an arbitrator, both parties will jointly request a list of seven (7) qualified impartial arbitrators from the Federal Mediation and Conciliation Service. The parties will alternately strike names from the list until one name remains. The person who's name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator.

The decision of the arbitrator will be final and binding on the parties and on all employees subject to this Agreement. The arbitrator will confine his decision to the interpretation and application of the specific provisions of this Agreement that have been placed in issue by the parties, and will have no authority to enlarge, diminish, alter, amend or in any way modify the terms of this Agreement.

Each party will bear its own costs and expenses in any such arbitration proceeding, and the parties will split the full cost of the arbitrator's and any separate arbitration fees (for example, the arbitrator's out-of-pocket or per diem charges). The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests the right of inspection, use or a copy, in which event the full cost (including the cost of providing the arbitrator with the official record) will be equally divided between the parties.

16.6--Waiver of Relief:

Failure to file or appeal a grievance within the time limits (or any extension mutually agreed to in writing in advance) will constitute a waiver of all right to relief by the Union and all employees subject to this Agreement. Failure of the employer to respond within the time limits (or any extension mutually agreed to in writing in advance) will cause the grievance to automatically be referred to the next step of the grievance procedure unless earlier withdrawn by the Union.

ARTICLE 17 – CORRECTIVE ACTION

Employees whose conduct, actions or performance violates or conflicts with Company policies or guidelines may be subject to corrective action up to and including discharge. The following are some examples of grounds for immediate dismissal of an employee. This list is intended to be representative of the types of activities that may result in

corrective action for just cause. It is not exhaustive, and is not intended to be comprehensive.

- Breach of trust or dishonesty
- Insubordination
- Larceny or unauthorized possession of, or the use of, property belonging to any co-worker, visitor, or customer of Paratransit Services
- Failure to call or directly contact your supervisor when you will be late or absent from work
- Dishonesty, including falsifying Company or customer records or making false Statements on application for employment or other Company forms or during investigations.
- Threatening, intimidating or coercing fellow employees, passengers, customers, or members of the public
- Failure to immediately report incidents and/or accidents

The above are some examples of grounds for immediate dismissal of an employee. This list is intended to be representative of the types of activities that may result in corrective action. It is not exhaustive, and is not intended to be comprehensive.

ARTICLE 18 – PROBATION AND DISCIPLINE

All new employees will serve a three (3) month probationary period during which the employee may resign or be terminated at any time and without access to Article 16 related to grievances.

Probationary periods begin on first date of hire, regardless of status.

ARTICLE 19 – LEAVE OF ABSENCE

Family Medical Leave Act (FMLA), Maternity Leave, Military leave and Parental Leave will be provided according to FMLA, OR and Federal Law.

ARTICLE 20 – DOMESTIC PARTNERS

Health insurance benefits and funeral leave under this contract will be extended to domestic partners/same sex marriage partners as specifically mandated by Oregon State Law for Private, 501(c) 3 Not-For-Profit companies.

ARTICLE 21 – VACATION

21.1--Regular Full-Time:

- The waiting period for eligible employees (regular full-time) to use vacation is one year of employment. Eighty hours of vacation time is then credited and eligible employees may request to use vacation after that time.

Length of Service	Annual Accrual
After 1 Year	80 Hours
After 5 Years	120 Hours
After 15 Years	160 Hours

21.2--Regular Part-Time:

- The waiting period for eligible employees (regular part-time) to use vacation is one year of employment. Forty hours of vacation time is then credited and eligible employees may request to use vacation after that time.

Length of Service	Annual Accrual
After 1 Year	40 Hours
After 5 Years	60 Hours
After 15 Years	80 Hours

ARTICLE 22 - SICK LEAVE

22.1--Regular Full-Time:

- Sick leave benefits begin to accrue upon hire or classification change to an eligible employment category.
- Accrues at the rate of 48 hours per year (one half day for every full month of service).
- Sick leave benefits cannot be used until after completing a 90-day waiting period in an eligible category.
- Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 480 hours of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

22.2--Regular Part-Time:

- Accrues at the rate of 24 hours per year (one half day for every full month of service).
- Sick leave benefits cannot be used until after completing a 90-day waiting period in an eligible category.
- Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 240 hours of sick leave benefits. If the employee's benefits

reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

ARTICLE 23 - HOLIDAYS

New Years Day (January 1)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving
Christmas (December 25)
Floating Holiday (1)

Regular Part-Time:

- Four (4) hours of holiday pay per holiday

ARTICLE 24 - RETIREMENT PLAN

- Company retirement plan administered in accordance with the Plan provisions
- Available to Regular Full-Time employees
- Available to eligible Regular Part-Time employees
 - Eligibility based on working a minimum of 1,000 hours annually

ARTICLE 25 - HEALTH PLAN

- Medical, vision and dental plans will be administered in accordance with the Plan provisions
- Available to eligible Regular Full-Time and eligible Regular Part-Time employees
- The employer agrees to pay the employee premium of the lowest cost medical plan option for each eligible Full-time employee under the employers group medical plan. Should the full-time employee voluntarily choose to enroll in the higher cost medical option the employee will pay 50% of the total employee premium.
- Regular Part-Time employees are responsible for 45% of the current employee premium for the core medical plan
- Future increases in employee monthly premiums for the core medical plan, vision plan and dental plan will be shared equally by the Company and the Employee, with a cap of \$25 on employee paid premium.
- Dependent coverage, paid by the employee, is available in accordance with the Plan provisions.

- The employer is encouraged to look at different plans in a cost savings effort. The employer may change insurance providers and plans without approval of the Union, so long as the plan and plan benefits remain substantially the same. If the employer is notified of any provider directed plan benefit changes, or if the employer proposes to make significant changes to the plan, the employer and the Union will meet and agree on the continuation of the plan, or selection of a replacement plan or replacement benefits.

ARTICLE 26 – BEREAVEMENT LEAVE

A leave of absence with pay up to three 3 days may be granted regular full-time employees when a death in the employee's immediate family requires the absence of the employee. Should an employee request to be absent longer than three 3 days, the days in excess may be charged against accumulated sick leave or vacation leave. Proof of travel and funeral attendance may be required. Immediate family means the immediate family of the employee or of the spouse, and is intended to include parents, children, grandparents, stepchildren, grandchildren, and siblings

ARTICLE 27 – JURY DUTY

A regular full-time employee will be granted leave with pay at their regular rate, provided that the salary paid to the employee for the period of the absence will not be reduced by the amount of money he received for jury duty The employee must turn in any jury duty pay directly to the employer. If a summons for jury duty is received, the employee will notify the supervisor. Arrangements will be made to reassign work, and time off will be granted. Jurors will pay the employer payments received for jury duty except mileage when using their personal vehicle and will be paid regular wages. Employees are expected to report for work when not selected for a jury on any day or when jury duty requires only part of a day. An employee released from the court before 2:30pm is required to report to work.

ARTICLE 28 – WAGES

Under the proposed wage scale, employees going through the steps will receive an increase on their anniversary date and on the annual contract increase.

TABLE A

Driver			5%	5%
		Contract		
WAGES	Current	Signed	7/1/2009	7/1/2010
Start	\$11.00	\$12.00	\$12.60	\$13.23
12 mos	\$11.39	\$12.39	\$13.01	\$13.66
24 mos	\$11.78	\$12.78	\$13.42	\$14.09
36 mos	\$12.20	\$13.20	\$13.86	\$14.55
48 mos	\$12.62	\$13.62	\$14.30	\$15.02
60 mos	\$13.06	\$14.06	\$14.76	\$15.50

TABLE B

CSR/Dispatchers			5%	5%
Wages	Current	Contract	7/1/2009	7/1/2010
		Signed		
Start	\$ 11.00	\$ 12.00	\$ 12.60	\$ 13.23
12 mos	\$ 11.33	\$ 12.33	\$ 12.95	\$ 13.59
24 mos	\$ 11.67	\$ 12.67	\$ 13.30	\$ 13.97
36 mos	\$ 12.02	\$ 13.02	\$ 13.67	\$ 14.35
48 mos	\$ 12.38	\$ 13.38	\$ 14.05	\$ 14.75
60 mos	\$ 12.75	\$ 13.75	\$ 14.44	\$ 15.16

***"Contract signed" is the date when Paratransit Services and ATU Local 757 sign the complete Collective Bargaining Agreement in 2008

- Wage rate eligibility is based on total months of continuous, uninterrupted employment
- After the one (1) year anniversary of an employee's initial eligibility for the top step (60 mos.), the employee will receive an annual wage increase based on the following scale in Table C:

TABLE C

YEAR	Increase
Contract Signed**	\$1
7/1/2009	5%
7/1/2010	5%

***"Contract signed" is the date when Paratransit Services and ATU Local 757 sign the complete Collective Bargaining Agreement in 2008

ARTICLE 29 – SEPARABILITY

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of component jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement which are not affected by such decision. It is specifically understood that all unaffected contract language shall remain in effect.

ARTICLE 30 – SOLE AGREEMENT AND AMENDMENTS

This Agreement contains the sole and entire agreement between the parties. The terms of the Agreement may be supplemented, amended, modified or waived only by a mutual agreement of the parties in writing.

ARTICLE 31 – FULL NEGOTIATIONS AND COMPLETE AGREEMENT

The Company and the Union acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully set forth in this Agreement.

The Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject, matter or practice not specifically referred to or covered by this Agreement unless an issue arises that is a legal subject for bargaining, and the effect of any change made during the term of this Agreement, which is not prohibited by the Agreement.

ARTICLE 32 – TERMINATION OF TRANSPORTATION SERVICES CONTRACT

If the transportation services contract between the Company and its Client terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement shall continue to resolve disputes pending at the time of termination, up to and including arbitration.

If the Client awards the services now provided by the Company to another provider, the Company will notify the Union of the name and address of such other provider, if known.

ARTICLE 33 – REAL PARTY IN INTEREST

This agreement is between Paratransit Services, Inc and Amalgamated Transit Union Local 757 and is only enforceable by the parties hereto.

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ARTICLE 34 – EXECUTION

Either party may initiate negotiation of a successor contract to this contract by serving a written notice to that effect upon the other party no earlier than **90 days**, and no later than **60 days**, prior to **June 30, 2011**.

If neither party initiates negotiations for a successor contract in accordance with the paragraph above, this contract shall be extended for only one subsequent calendar year. In that event, either party may then give proper notice to negotiate a successor to the extended contract by following the provisions of the paragraph above.

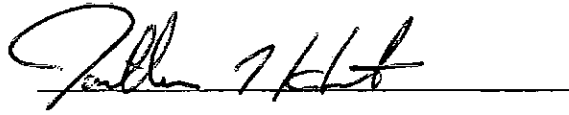
WITNESS WHEREOF, the employer and the Union have executed this contract by the signatures of their respective authorized representatives on this 1st Day of July, 2008.

PARATRANSIT SERVICES, INC.

A handwritten signature in cursive script, appearing to read "Baker", written over a horizontal line.

David Baker
President & Chief Executive Officer

AMALGAMATED TRANSIT UNION
LOCAL 757

A handwritten signature in cursive script, appearing to read "Jonathan Hunt", written over a horizontal line.

Jonathan Hunt
President & Business Agent